itself involves no peculiar legislative action. Accordingly there seems no compelling reason why the articles should not lie within equity's jurisdiction to reform. See *Cleghorn* v. *Zumwalt*, 83 Cal. 155. The exercise of a jurisdiction to reform for mistake in any given case would depend, of course, upon the degree to which strangers, who had relied upon the articles as filed, might be prejudiced. Nor would such control of corporate charters by equity be wholly exceptional, for it has long exercised similar supervision in disregarding the corporate fiction when necessary to avoid unconscionable use of the franchise. See *United States* v. *Milwaukee Refrigerator Transit Co.*, 142 Fed. 247, 254.

CRIMINAL LAW — DEFENSES — PARTICIPATION TO DETECT CRIME. — The defendant had received money from X to make an illegal purchase of whisky from Y, and under promise of immunity given by a deputy sheriff, in order to acquire evidence against Y, made the purchase, and delivered the whisky to X. The defendant was then indicted under a statute making it a crime to act as agent of the buyer in an unlawful sale of intoxicating liquor. *Held*, that a conviction is proper. *Brantley* v. *State*, 65 So. 512 (Miss.).

A detective who coöperates with a criminal for the purpose of getting evidence against him cannot be guilty of an offense for which an *animus furandi* is required. *Price* v. *People*, 109 Ill. 109. See *Commonwealth* v. *Hollister*, 157 Pa. 13, 27 Atl. 386. Even where this element is not essential, although *mens rea* is clear from the detective's intentional participation in the criminal act, he will be protected. See *Carroll* v. *Commonwealth*, 84 Pa. St. 107; *Wright* v. *State*, 7 Tex. Cr. App. 574. This immunity has been carried to the dangerous extent of protecting the detective where, had he not been acting in that capacity, he would have been independently guilty of the offense he was endeavoring to detect. *Regina* v. *Bannen*, 2 Moody C. C. 309; *State* v. *Torphy*, 78 Mo. App. 206. But see *Dever* v. *State*, 37 Tex. Cr. App. 396, 30 S. W. 1071. The principal case is clearly right in not extending the immunity to the commission of a crime quite distinct from that committed by the criminal. The proper test, however, would seem to be not whether the crime committed was a separate offense, but rather, whether the detective's crime be one for which he could be held independently, though the criminal had never gone forward and completed the offense. Any other principle would give immunity to the commission of murder as a means of detecting a murderer.

EASEMENTS — NATURE AND CLASSES OF EASEMENTS — RIGHT TO AN UNOBSTRUCTED VIEW OF THE PREMISES FROM THE HIGHWAY. — A.'s building projected into the highway eighteen inches beyond B.'s, so that a portion of the side wall was exposed to view from the street. A. was in the habit of using this wall for advertising purposes. B. set up signboards at right angles to the front of his building, extending from a point about eight inches from the ground upward for twenty-two feet, at about nine inches from the side wall of A.'s building, entirely obscuring the view of the wall from the street. In a suit by B. for damages from A.'s pasting bills over these boards, A. counterclaims, asking an injunction to restrain B. from obstructing the view of his wall. *Held*, that the injunction will be granted. *Cobb* v. *Saxby*, [1914] 3 K. B. 822.

For a discussion of the question whether this case necessitates a recognition of a "right of publicity," see NOTES, p. 499.

EVIDENCE — DOCUMENTS — AUTHENTICATION OF LETTERS NOT IN SENDER'S HANDWRITING. — In an action on an account, the plaintiff offered in evidence letters alleged to have been sent by the defendant, an illiterate. The plaintiff could not authenticate the letters by direct proof, but showed that they related to the account, and were consistent with facts as otherwise proved. Some of the letters purported to contain checks, and corresponding checks were pro-

duced. *Held*, that the letters are admissible. *Fayette Liquor Co.* v. *Jones*, 83 S. E. 726 (W. Va.).

Letters not received in due course of post in reply to previous communications must be authenticated in some other way, usually by proof that they are in the handwriting of the alleged sender, or of some one authorized by him. *Lingg* v. *State*, 28 Ind. App. 248, 61 N. E. 696; *Sweeney* v. *Ten Mile Oil & Gas Co.*, 130 Pa. St. 193, 18 Atl. 612. But it has been stated that the contents of a letter cannot be used to prove its genuineness. *Freeman* v. *Brewster*, 93 Ga. 648, 21 S. E. 165. Exceptions have been made to this rule, however, in cases where the ordinary methods of authentication are unavailable. *In re Deep River National Bank*, 73 Conn. 341, 47 Atl. 675; *Hollister Bros.* v. *Bluthenthal*, 9 Ga. App. 171, 70 S. E. 970. See 3 WIGMORE, EVIDENCE, § 2148. Thus, in an early case, a letter sent by an illiterate was held to be authenticated by its contents. *Singleton* v. *Bremer*, Harp. (S. C.) 201, 209. Similarly, an unsigned typewritten letter was admitted, because it related to matters peculiarly within the knowledge of the alleged sender. *Commonwealth* v. *Drum*, 42 Pa. Super. Ct. 156. So, too, another court held that a letter was sufficiently authenticated by its reference to subjects previously discussed between the sender and the addressee. *People* v. *Adams*, 162 Mich. 371, 385, 127 N. W. 354, 360. Under circumstances where authentication by handwriting is impossible, the doctrine of these cases seems necessary and just, but it is properly restricted to cases where the internal evidence strongly negatives the possibility of fraud.

INFANTS — TORTS — LIABILITY FOR TORT ARISING IN CONNECTION WITH CONTRACT. — The defendant, an infant, hired a motor-car of the plaintiff to ride to a certain destination. During an intentional deviation, the car was injured without negligence on the defendant's part. The plaintiff sues in tort for conversion. *Held*, that he cannot recover. *Fawcett* v. *Smethhurst*, 31 T. L. R. 85 (K. B. Div.).

The general rule imposing liability on infants for their torts is subject to the ill-defined exception of "torts arising out of contract." *Slayton* v. *Barry*, 175 Mass. 513, 56 N. E. 574. Thus, in England an infant is not liable for deceit in inducing a contract. *R. Leslie, Ltd.*, v. *Sheill*, [1914] 3 K. B. 607. In this country, however, there is vigorous protest against according such immunity. *Fitts* v. *Hall*, 9 N. H. 441; *Rice* v. *Boyer*, 108 Ind. 472, 9 N. E. 420. *Contra*, *Slayton* v. *Barry*, *supra*. See WILLISTON, SALES, § 26; 14 HARV. L. REV. 71. So, too, the American authorities, contrary to the principal case, generally hold an infant liable for conversion on the unauthorized use of a chattel bailed. *Churchill* v. *White*, 58 Neb. 22, 78 N. W. 369; *Freeman* v. *Boland*, 14 R. I. 39; *Towne* v. *Wiley*, 23 Vt. 355. *Contra*, *Penrose* v. *Curren*, 3 Rawle (Pa.) 351. In fact, the phrase "tort arising out of contract" is obscurely applied. For instance, it is said that the negligent injury of a bailed article is substantially a breach of an implied promise of careful use, for which the infant cannot be sued merely by changing the form of action. *Young* v. *Muhling*, 48 N. Y. App. Div. 617, 63 N. Y. Supp. 181. By this reasoning an intentional injury, being *a fortiori* a breach of contract, could not sustain an action *ex delicto* against the infant. But the law is otherwise. *Moore* v. *Eastman*, 1 Hun (N. Y.) 578. See *Eaton* v. *Hill*, 50 N. H. 235, 240. If it be granted that there is sound policy in holding an infant for his torts, the mere circumstance that he has possession of another's property by virtue of an unenforceable contract should not afford him greater license. The principal case would seem entirely too solicitous of the infant. *Cf. Burnard* v. *Haggis*, 14 C. B. N. S. 45.

INSURANCE — RE-INSURANCE — LIABILITY OF RE-INSURER TO INSURED WHO ACCEPTS ASSIGNMENT OF RE-INSURANCE CONTRACT IN SATISFACTION OF HIS CLAIM. — The re-insurer of a suretyship company covenanted to pay the